

**STATE-LOCAL ASSISTANCE AGREEMENT
for
HAZARD MITIGATION GRANT PROGRAM
or
PRE-DISASTER MITIGATION**

This agreement between the State of _____ (Grantee) and _____ (the applicant/subgrantee) shall be effective on the date signed by the State and the applicant. It shall apply to all Pre-Disaster Mitigation (PDM) or Hazard Mitigation Grant Program (HMGP) funds provided by or through the State to the applicant/subgrantee for the PDM, or as a result of a Presidentially declared disaster occurring within the State.

The designated representative of the applicant/subgrantee certifies that:

1. The applicant/subgrantee has appointed by resolution an applicant's Local Agent/designated representative to act on the jurisdiction's behalf and will establish and maintain a proper accounting system to record expenditures of PDM or disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative/State Director. [NOTE: Attach a copy of the resolution to the application.]
2. He/she has legal authority to apply for assistance on behalf of the applicant/subgrantee.
3. The applicant/subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State PDM/disaster assistance.
4. The applicant/subgrantee agrees to provide necessary local share of funding for completion of the project.
5. The local cost share funding will be available within the specified time.
6. The applicant/subgrantee will use PDM or disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative/State Director.
7. The applicant/subgrantee will give State and Federal agencies, designated by the Governor's Authorized Representative/State Director, access to and the right to examine all records and documents related to use of PDM or disaster assistance funds.
8. The applicant/subgrantee will return to the State, within 15 days of such request by the Governor's Authorized Representative/State Director, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the applicant for 3 years from closeout of the project.
9. The applicant/subgrantee will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
10. The applicant/subgrantee will comply with all applicable provisions of Federal and State law and regulation in regard to procurement of goods and services.
11. The applicant/subgrantee will begin project work within 90 days of approval of the grant and complete all items of work within the performance period as outlined in the grant approval letter.

12. The applicant/subgrantee will comply with all Federal and State statutes and regulations relating to non-discrimination (including but not limited to the Civil Rights Act, Americans with Disabilities Act, etc).
13. The applicant/subgrantee will comply with the provisions of the Hatch Act limiting the political activities of public employees.
14. The applicant/subgrantee will comply with the National Flood Insurance Program requirements.
15. The applicant/subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of PDM or Hazard Mitigation Grant Program projects.
16. The applicant/subgrantee will not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
17. The applicant/subgrantee will not enter into any contract with any party that is debarred or suspended from participating in Federal assistance programs.
18. The applicant will comply with one of the following (as appropriate for the type of applicant) for all audit requirements: 44CFR (Part 14.2) and OMB CIR A-133 (replaces A-128).
19. The applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
20. PROJECT SCOPE-OF-WORK WILL NOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL FROM FEMA.

SIGNED FOR THE APPLICANT:

Typed Name

Signature

Title

Date

SIGNED FOR THE STATE:

Typed Name

Signature

Title

Date